

EXHIBIT 10



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November 12, 2009

VIA E-MAIL (jcutler@perkinscoie.com)

Joseph Cutler, Esq.
Perkins Coie
1201 3d Avenue, Ste. 4800
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Re: Kickflip, Inc.'s Cease and Desist of Facebook Website

Dear Joseph:

I write to follow-up on your e-mail from yesterday attaching a screen shot of the Gambit service that appeared on "Friends for Sale." I have confirmed that Gambit has been turned off by our publisher on the application.

At present, I'm able to confirm from the client that at least 99% of all Gambit traffic is off of Facebook, and likely 100%. One difficulty is that the client must turn off traffic to Gambit once asked. Gambit does not have the ability to selectively turn off a client's i-Frame without shutting down the client's service across all platforms. Moreover, Gambit simply cannot track where all of its clients run the Gambit i-Frame application. In most instances, clients do not specify all the locations they are displaying Gambit's i-Frame, and many times they do not specify any location. However, based on Gambit's knowledge of its large and medium sized publishers, and the other small publishers that have responded to Gambit's inquiries, the company is confident that 99% to 100% of all the traffic from its Facebook developers has been voluntarily turned off.

Additional steps taken by Kickflip to respond in good faith to Facebook's cease and desist include shutting down and/or deleting the following applications:

Football Fan, Hockey Fan, Soccer Fan, Baseball Fan, Sports Bets, Arizona Diamondbacks Fans, Baltimore Orioles Fans, Atlanta Braves Fans, Boston Red Sox Fans, Florida Marlins Fans, New York Yankees Fans, New York Mets Fans, Tampa Bay Rays Fans, Philadelphia Phillies Fans, Toronto Blue Jays Fans, Washington Nationals Fans, Chicago White Sox Fans, Chicago Cubs Fans, Cleveland Indians Fans, Cincinnati Reds Fans, Detroit Tigers Fans, Houston Astros Fans, Kansas City Royals Fans, Milwaukee Brewers Fans, Minnesota Twins Fans, Pittsburgh Pirates Fans, St Louis Cardinals Fans, Los Angeles Angels Fans, Oakland Athletics Fans, Colorado Rockies Fans, Seattle Mariners Fans, Los Angeles Dodgers Fans, Texas Rangers Fans, San Diego

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Padres Fans, San Francisco Giants Fans, Anaheim Ducks Fans, Atlanta Thrashers Fans, Boston Bruins Fans, Buffalo Sabers Fans, Calgary Flames Fans, Carolina Hurricanes Fans, Chicago Blackhawks Fans, Colorado Avalanche Fans, Columbus Blue Jackets Fans, Dallas Stars Fans, Detroit Red Wings Fans, Edmonton Oilers Fans, Florida Panthers Fans, Los Angeles Kings Fans, Minnesota Wild Fans, Montreal Canadiens Fans, Nashville Predators Fans, New Jersey Devils Fans, New York Islanders Fans, New York Rangers Fans, Philadelphia Flyers Fans, Phoenix Coyotes Fans, Pittsburgh Penguins Fans, San Jose Sharks Fans, St Louis Blues Fans, Tampa Bay Lightning Fans, Toronto Maple Leafs Fans, Vancouver Canucks Fans, Washington Capitals Fans, Buffalo Bills Fans, Miami Dolphins Fans, New England Patriots Fans, New York Jets Fans, Baltimore Ravens Fans, Cincinnati Bengals Fans, Cleveland Browns Fans, Pittsburgh Steelers Fans, Houston Texans Fans, Indianapolis Colts Fans, Jacksonville Jaguars Fans, Tennessee Titans Fans, Denver Broncos Fans, Kansas City Chiefs Fans, Oakland Raiders Fans, San Diego Chargers Fans, Dallas Cowboys Fans, New York Giants Fans, Philadelphia Eagles Fans, Washington Redskins Fans, Chicago Bears Fans, Detroit Lions Fans, Green Bay Packers Fans, Minnesota Vikings Fans, Atlanta Falcons Fans, Carolina Panthers Fans, New Orleans Saints Fans, Tampa Bay Buccaneers Fans, Arizona Cardinals Fans, St Louis Rams Fans, San Francisco 49ers Fans, Seattle Seahawks Fans, Boston Celtics Fans, Dallas Mavericks Fans, New Jersey Nets Fans, Houston Rockets Fans, New York Knicks Fans, Memphis Grizzlies Fans, Philadelphia 76ers Fans, New Orleans Hornets Fans, Toronto Raptors Fans, San Antonio Spurs Fans, Chicago Bulls Fans, Denver Nuggets Fans, Cleveland Cavaliers Fans, Minnesota Timberwolves Fans, Detroit Pistons Fans, Portland Trail Blazers Fans, Indiana Pacers Fans, Milwaukee Bucks Fans, Utah Jazz Fans, Atlanta Hawks Fans, Golden State Warriors Fans, Charlotte Bobcats Fans, Los Angeles Clippers Fans, Miami Heat Fans, Los Angeles Lakers Fans, Orlando Magic Fans, Phoenix Suns Fans, Washington Wizards Fans, Sacramento Kings Fans, Texas Longhorns Fans, Oklahoma Sooners Fans and Texas A&M Aggies Fans.

Finally, Kickflip divested itself of the Gambit service and brand which is now exclusively owned by Gambit. Accordingly, Kickflip no longer has any relationship with Facebook whatsoever, as a developer, advertiser, or in any other capacity.

Please be advised, however, that in the long-term Gambit intends to continue working with application developers – whether they develop apps on Facebook or other platforms. Gambit's first course of action (and preferred course) has been to meet Facebook's demands in hopes of a swift resolution and a continued friendly relationship.

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Plan B is that Gambit will continue business as usual because Facebook lacks any direct legal influence on its business.

As background, Gambit is a service provided to publishers. The service allows publishers to embed Gambit's "i-Frame" (a.k.a., webpage) into the publisher's own webpage. The publisher thereafter can display their webpage any place they choose including MySpace, Facebook and stand-alone on the Internet. A user may perceive they are looking at a Facebook webpage, but in reality, they are looking at three webpages rendered by their browser – Facebook's webpage, the publisher's webpage running the application, and Gambit's webpage embedded in the application webpage. Gambit has no control over where its publishers choose to display Gambit's embedded i-Frame. Indeed, except for Gambit's largest customers, Gambit does not know the ultimate location where its publishers display Gambit's i-Frames.

Facebook simply does not have jurisdiction over the Gambit service because Gambit does not use Facebook, or have a contractual relationship with Facebook.¹ Just like Google ads, which are similarly displayed on Facebook applications without any agreement between the companies, Gambit does not have any relationship or obligation to Facebook. Gambit appreciates Facebook's efforts to clean-up the advertising appearing on Facebook's site, and has worked closely with its publisher clients and Facebook employees to make sure advertisements running on Gambit's service meet the publisher's content requirements. However, Gambit's publishers are free to choose the best payments service for their applications without interference from Facebook.

To that end, we have been informed from various sources that Facebook's public relations department (and potentially other employees inside Facebook) has started confirming to press and others that Gambit has been "banned" and/or "suspended" from Facebook. We urge Facebook not to make further statements along these lines given that Facebook is in no position to "ban" a third-party from doing business with app developers. Indeed, not only would such action interfere with Gambit's contractual relationships, but it would be anti-competitive.

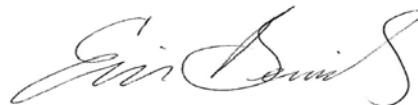
As stated above, Gambit's first choice is to meet Facebook's demands so that this matter can be brought to a swift resolution, and the parties can continue their friendly working relationship. If this is not Facebook's intent, then Gambit will proceed under Plan B. In either event, Gambit service will continue to undertake all available efforts to provide its publishers with the highest quality advertisements and service. Gambit will continue to work with its publishers to meet their various content requirements, whether those requirements are guidelines provided by Facebook, MySpace, Apple's iPhone or some other social media or gaming platform.

¹ Facebook's own terms of service inform application developers not to share user information with Ad Networks because they are "third parties."

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Very truly yours,

VASQUEZ BENISEK & LINDGREN LLP

A handwritten signature in cursive script, appearing to read "Eric Benisek".

ERIC BENISEK

EWB

cc: Andrew Hunter (Via E-Mail)